

ORIGINAL(4)
10-29-02
9

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

J.L., a minor by and through his
guardian and next friend, S.L.

v.

No.: CV-01-328

J. K. Cane

PENNSYLVANIA DEPARTMENT OF
EDUCATION; EUGENE W. HICKOK,
JR., LAMPETER-STRASBURG SCHOOL
DISTRICT; DONNA WERT; SOLANCO
SCHOOL DISTRICT; THOMAS E.
BRACKBILL; LANCASTER-LEBANON
INTERMEDIATE UNIT 13; HUMAN
SERVICES CONSULTANTS; and
JANELLE SWEIGART

FILED
HARRISBURG
OCT 28 2002
MARY E. DARR
Per *[Signature]*

STIPULATION OF PARTIES

1. On or about February 22, 2001, J.L., a minor by and through his guardian and next friend, S.L., filed a Complaint asserting that J.L. had been physically restrained in a class conducted by the Lancaster-Lebanon Intermediate Unit No. 13 and physically located in a school building operated by the Solanco School District.

2. During a telephone status conference conducted by the Court on September 5, 2002, Plaintiff expressed a willingness to accept a settlement offer of \$5,000 in full and complete settlement of all liabilities claimed in the above-captioned action if such an offer were made on behalf of all of the Defendants.

3. Subsequent to the telephone status conference of September 5, 2002, the

Defendants have offered to pay to J.L., a minor, and his guardian S.L., the sum of \$5,000 in return for a full Release. A copy of the Release (from which the Plaintiffs' names have been redacted) is attached to this Stipulation as Exhibit "A".

4. The Plaintiffs believe that acceptance of the Defendants' settlement offer, and execution of the Release, is in the best interests of J.L.

5. All of the parties in the above-captioned action request that the Court, in accordance with Federal Rule of Civil Procedure No. 41(a)(2), dismiss the above-captioned action with prejudice.

J.L., a minor by and through his guardian and
next friend, S.L.

By: Sandra J. Meychoff

HARTMAN UNDERHILL & BRUBAKER LLP

By: _____
Robert M. Frankhouser, Jr.
Attorney I.D. #29998
Attorneys for Lampeter-Strasburg S.D.,
Lancaster-Lebanon IU-13 and Donna Wert
221 East Chestnut Street
Lancaster, PA 17602
(717) 299-7254

Date: _____

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By: _____


HARTMAN UNDERHILL & BRUBAKER LLP

By:  _____
Robert M. Frankhouser, Jr.
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221 East Chestnut Street
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Date: 10/24/02

SWEET STEVENS TUCKER & KATZ, LLP

Date: 10-7-02

By:  _____

Jason R. Wiley, Esquire
Attorneys for Defendants Solanco
School District and Thomas E. Brackbill
Attorney I.D. # 79874
331 East Butler Pike
P.O. Box 5069
New Britain, PA 18901-5069
(215) 345-9111

BUZGON DAVIS

Date: _____

By: _____

Timothy J. Huber, Esquire
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School District and Thomas E. Brackbill
Attorney I.D. #47231
525 South Eighth Street
P.O. Box 49
Lebanon, PA 17042-0049
(717) 274-1421

Law offices of Ralph F. Touch

Date: _____

By: _____

Edward J. Cermanski, Esquire
Attorneys for Defendants Human Services
Consultants and Janelle Sweigart
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Reading, PA 19601
(610) 320-4663

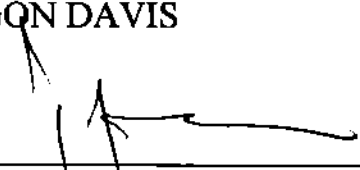
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BUZGON DAVIS

Date: 10/4/02

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Date: _____

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SWEET STEVENS TUCKER & KATZ, LLP

Date: 10-7-02

By: 

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Date: 10/17/02

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(610) 320-4663

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the foregoing Stipulation of Parties upon the persons and in this manner indicated below:

Service by first class mail and addressed as follows:

S.L.
[address redacted]

Jason R. Wiley, Esquire
Sweet Stevens Tucker & Katz, LLP
331 East Butler Pike
P.O. Box 5069
New Britain, PA 18901-5069

Timothy J. Huber, Esquire
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HARTMAN UNDERHILL & BRUBAKER LLP

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Robert M. Frankhouser, Jr.
Attorney I.D. #29998
Attorneys for Lampeter-Strasburg S.D.,
Lancaster-Lebanon IU-13 and Donna Wert
221 East Chestnut Street
Lancaster, PA 17602
(717) 299-7254

Date: 10/24/02

RELEASE

[REDACTED VERSION]

The parties to this Agreement are S.L. individually and as parent and natural guardian of J.L., the LAMPETER-STRASBURG SCHOOL DISTRICT, the SOLANCO SCHOOL DISTRICT, THOMAS E. BRACKBILL, the LANCASTER-LEBANON INTERMEDIATE UNIT NO. 13, DONNA WERT, HUMAN SERVICES CONSULTANTS, JANELLE SWEIGART, CNA INSURANCE COMPANY, GREAT AMERICAN INSURANCE COMPANY, GENESIS INSURANCE COMPANY and CGU INSURANCE COMPANY.

I. Background

[S.L.] is the parent and natural guardian of [J.L.], a minor. On or about February 22, 2001, [S.L.] filed a Complaint in the United States District Court for the Middle District of Pennsylvania (hereinafter referred to as Civil Action No. 1:CV-01-328) against Lampeter-Strasburg School District, Donna Wert, Solanco School District, Thomas E. Brackbill, Lancaster-Lebanon Intermediate Unit No. 13, Human Services Consultants and Janelle Sweigart. In that Complaint, [S.L.] asserts the following claims:

1. On or about September 7, 2000, [J.L.] was physically restrained

and injured in a class conducted by the Lancaster-Lebanon Intermediate Unit No. 13 and physically located in a school building operated by the Solanco School District;

2. The Plaintiffs are entitled to monetary damages against the Defendants for alleged violations of the Individuals with Disabilities Education Act;

3. The Plaintiffs are entitled to monetary damages for alleged violations of §504 of the Rehabilitation Act of 1973;

4. The Plaintiffs are entitled to monetary damages for alleged violations of the American with Disabilities Act;

5. The Plaintiffs are entitled to monetary damages for alleged violations of the Civil Rights Act of 1871; and

6. The Plaintiffs are entitled to monetary damages for various state claims including, but not limited to, false imprisonment, battery and negligence.

The Defendants in the litigation set forth above have agreed to pay collectively to [S.L.], as parent and next friend of [J.L.], the sum of \$5,000 and [S.L.] has agreed to accept the payment of \$5,000 in full and complete settlement of any and all claims that have been asserted or which could have been asserted in Civil Action No.

1:CV-01-328. In consideration for the payment, [S.L.], as parent and natural guardian of [J.L.], has executed this Release.

WHEREFORE, [S.L.], individually and as parent and natural guardian of [J.L.], hereby agrees as follows:

1. The background paragraph of this Release is hereby incorporated by reference.

2. In consideration of the collective payment of \$5,000 by and on behalf of all of the Defendants identified in this Release, [S.L.], individually and as parent and next friend of [J.L.], hereby releases and forever discharges the Lampeter-Strasburg School District, the Solanco School District, Thomas E. Brackbill, the Lancaster-Lebanon Intermediate Unit No. 13, Donna Wert, Human Services Consultants, Janelle Sweigart, CNA Insurance Company, Great American Insurance Company, and CGU Insurance Company their officers, directors and, employees of and from any and all claims, demands, causes of action, damages or injuries, either at law or in equity, which have been asserted in Civil Action No. 1:CV-01-328 or which could have been asserted in Civil Action No. 1:CV-01-328.

3. The lawsuit that has been commenced in the United States District Court for the Middle District of Pennsylvania and docketed to Civil Action No.

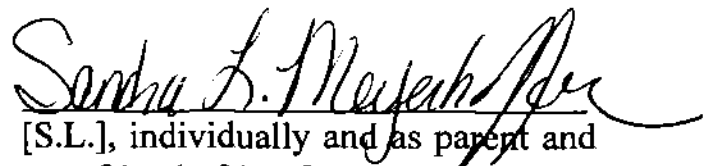
1:CV-01-328 shall be discontinued with prejudice upon approval by the Court.

4. It is the intention of the parties that this Release shall not be construed as an admission by any of the Defendants of any claim asserted in Civil Action No. 1:CV-01-328, and that the Release evidences the resolution of a disputed claim.


5. It is the intention of the parties that this Release shall be complete and shall not be subject to any claim and mistake of fact, that the Release expresses a full and complete settlement of the liabilities claimed in Civil Action No. 1:CV-01-328 and that the Release, regardless of the amount of the consideration paid, is intended to avoid further litigation.

6. [S.L.] acknowledges that she has had the opportunity to seek and receive the advice of counsel concerning the terms and provisions of the Release.

IN WITNESS WHEREOF, [S.L.], individually and as parent and next friend of [J.L.], intending to be legally bound hereby, has executed this Release this 11th day of ~~September~~ ^{October}, 2002.


[S.L.], individually and as parent and
next friend of [J.L.]

Witness:

 _____